



PAMBANSANG KOMISYON PARA SA KULTURA AT MGA SINING  
BIDS AND AWARDS COMMITTEE

## **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

**NCCA-ITB No. PB2021-018**

**Government of the Republic of the Philippines**

**Sixth Edition  
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Republic of the Philippines • Office of the President  
**NATIONAL COMMISSION FOR CULTURE AND THE ARTS**  
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# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

***Section I. Invitation to Bid***



PAMBANSANG KOMISYON PARA SA KULTURA AT MGA SINIG  
BIDS AND AWARDS COMMITTEE

**INVITATION TO BID FOR THE PROCUREMENT OF  
MAINTENANCE AND MESSENGERIAL SERVICES FOR NCCA  
(JANUARY TO DECEMBER 2022) ITB NO.: PB2021-  
018)**

1. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)**, through the CY 2021 National Endowment Fund for Culture and the Arts (NEFCA) intends to apply the sum of **Four Million Six Hundred Fifty Thousand Pesos (₱4,650,000.00)** being the ABC to payments under the contract for **PB 2021-02 Procurement of Maintenance and Messengerial Services for NCCA**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** now invites bids for the above Procurement Project. Delivery of the Goods is required by January 2021. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

5. Interested bidders may obtain further information from the NCCA- Bids and Awards Committee (BAC) Secretariat from Mondays-Thursdays, 8:00 a.m. to 5:00 p.m.
6. A complete set of Bidding Documents may be acquired by interested Bidders beginning November 06, 2021 from the address below and upon payment of a fee in the amount of Five Thousand Pesos (Php 5,000.00).
7. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided



that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

8. The NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) will hold a Pre-Bid Conference on November 16, 2021, 10:00AM via online meeting which shall be open to prospective bidders. Interested bidder(s) may express their interest to participate on the Pre-Bid Conference by sending an email to [bids@ncca.gov.ph](mailto:bids@ncca.gov.ph).
9. Bids must be duly received by the BAC Secretariat at the address below on or before November 23, 2021, 9:00AM. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
11. Bid opening shall be on November 23, 2021, 10:00 AM at the Board Room, 7th Floor, NCCA Building, 633 Gen. Luna St, Intramuros, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
12. The NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

JAMIE MICHAELA A. LAZO  
BAC SECRETARY  
Room 2-E, 2nd Floor, NCCA Building  
633 General Luna Street  
Intramuros, Manila  
Telephone: 8527-2192 local 221  
Fax: 527-5535  
Email: [bids@ncca.gov.ph](mailto:bids@ncca.gov.ph)

12. You may visit the following websites for downloading of Bidding Documents: [www.ncca.gov.ph](http://www.ncca.gov.ph)

November 05, 2021

  
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SUSAN C. DAYA  
OIC-Chairperson, Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)** wishes to receive Bids for the **Procurement of Maintenance and Messengerial Services for NCCA**, with Project Identification Number **PB 2021-018**.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of Six Million Six Hundred Thousand Pesos (₱6,600,000.00).

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and bid security shall be valid for 120 calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***



## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Maintenance/ Janitorial and Messengerial Services.</li> <li>b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Intramuros, Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <u>₱ 93,000.00</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>₱ 232,500.00</u>, if bid security is in Surety Bond.</li> </ul>
19.3	1 Lot.
20.2	No further instructions.
21.2	No further instructions.

## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

### **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to Intramuros, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Executive Director Al Ryan S. Alejandre.</p> <hr/> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No further instructions.
4	The inspections and tests that will be conducted are: checking of quality

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1 Lot	a. Maintenance and Messengerial Services for NCCA			January 1, 2022 to December 1, 2022

## ***Section VII. Technical Specifications***



# Technical Specifications

<b>TITLE OF PROJECT</b>	<b>ABC</b>
Procurement of Maintenance and Messengerial Services for NCCA	PHP 4,650,000.00  <i>*inclusive of all applicable taxes/charges</i>

Location of Delivery : NCCA Building, 633 General Luna Street, Intramuros, Manila

Contract Period : January 01, 2022 to December 31, 2022

**INSTRUCTION:** Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” **numbers with asterisks (\*) shall be supported by evidence subject for post qualification verification.** Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.

A statement either in the Bidders’ statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions GCC Clause 2.1(a)(ii).

ITE M No.	SPECIFICATION	STATEMENT OF COMPLIANCE
<b>I</b>	<b>TECHNICAL EVALUATION PARAMETERS- criteria for the evaluation of the Contractor’s capability</b>	
<b>1.</b>	<b>STABILITY</b>	
	1. Years of experience in the Business - at least ten (10) years*	
	2. Organizational Set up- Organizational Structure; Office Set up; Office Location, Office with tools and equipment*;	
	3. No Legal Impediment or pending labor/legal case*	
<b>2.</b>	<b>RESOURCES</b>	
	1. Number and Kind of Equipment and office Supplies with minimum equipment as specified in the requirements of the Contract*	
	2. Number of Maintenance/Utility/Janitorial/Handyman/Messengerial personnel- at least 50 pax*	
	3. Number of Supervisors- at least 2pax;*	
<b>3.</b>	<b>HOUSEKEEPING PLAN- Must submit Housekeeping Plan</b>	
	4. <b>METHODOLOGY-</b> Must provide specific methodology to execute daily activities including but not limited to maintenance	

	of work areas including floors; stairs, handrails and window ledges, furniture and fixtures; window blinds; partitions; doors and windows; ceiling and roof; common areas, conference/meeting rooms, walls, hallways/corridors, stairways, pantry, restrooms, storage rooms, parking area; cleaning of rags and mats; Cleaning, polishing and washing garbage cans and equipment; Watering plants; Assistance or providing logistical requirements during meetings and events; & delivery of documents to assigned areas and other errands within the agreed reporting time; disinfection and sanitation.	
4.	<b>OTHER FACTORS</b> including but not limited to trainings on handling technical operations; repairs and maintenance of machineries; hazardous waste; safety measures; housekeeping; security concerns; values; customer service; COVID-19 control in the workplace conducted prior to deployment	
	<b>Note: Bidders must conduct ocular/site inspection prior to the submission of bids;*</b>	
5.	The AGENCY shall provide uniform and updated identification cards to their personnel.	
6.	<b>The winning service provider must be open to absorb all/any existing personnel assigned to NCCA. New positions/personnel however shall be filled with new individual.</b>	
7.	Within the year of service; the winning BIDDER (CONTRACTOR) must conduct at least 8-hour training of their assigned personnel with certificate;	
8.	<p>The assigned manpower shall follow the NCCA working days (Mondays – Thursdays) and working hours (8:00am – 7:00pm), or as adjusted during the State of Public Emergency. Works specified herein which are not performed in the working days/hours shall be accomplished without additional charge. Services beyond these days/hours shall be billed separately from the requestor.</p> <p>The agency shall ensure that the mandatory paycheck of regular and special holidays are properly compensated including work suspensions called by the government and/or NCCA.</p> <p>Salary will be computed on a semi-monthly basis. But billing shall be processed on a monthly basis.</p>	
<b>III</b>	<b>SCHEDULE OF REQUIREMENTS</b>	

Item No.	Particulars			
1.	<b>Description</b>	<b>Quantity</b>	<b>Delivery</b>	
	<b>Provision of Handyman/Semi-skilled all-around manpower - with direct coordination with the Building Facilities Management Unit Head</b>		<b>January 1, 2022</b>	
	<p><b>Handyman</b></p> <p>Ensure electrical, plumbing and other infrastructural system of the building is in-good condition through regular check-up and conduct of necessary repairs. Can also do / with basic knowledge on carpentry, painting, tiling, glass, welding and other works.</p> <p>Will also be assigned in audio-visual operation during events and meetings and to janitorial works in a specific area.</p> <p><i>See below for specific works.</i></p>	<b>2</b>		
	<b>Total</b>	<b>2 pax</b>		
	<b>Basic tool kit for the above works (hammer, screw drivers, wrenches, meter, plier, cutter etc.)</b>	<b>1 lot</b>		
	<b>Two-way radio</b>	<b>2 pcs</b>		
	<b>Step Ladder</b>	<b>1 pc</b>		
	<b>Rain coat</b>	<b>2 pcs</b>		
	<b>Flashlight</b>	<b>2 pcs</b>		
	<b>Personal Protective Equipment (hard hat, mask, goggles, gloves, boots, belt, harness, etc.)</b>	<b>1 lots</b>		
<b>Disinfection materials (misting gun, UV Light, etc.)</b>	<b>2 sets</b>			
2.	<b>Description</b>	<b>Quantity</b>	<b>Delivery</b>	
	<b>Provision of Janitorial/Utility manpower- with direct coordination with the Housekeeping Unit Head</b>		<b>January 1, 2022</b>	

<b>Utility/Janitorial Crew</b>				
<b>Designation</b>	<b>No. of PAX</b>			
First Floor/Parking Attendant/ Gardener	1			
Second Floor Attendant	1			
Third Floor / Events Attendant	2			
Fourth Floor Attendant	1			
Fifth Floor Attendant/ Photocopy Machine Operator with knowledge on basic photocopy machine troubleshooting	2			
Sixth Floor Attendant	1			
Seventh Floor/ Events Attendant	2			
*a reliever must be available immediately if a utility/janitorial crew is not able to attend for work				
*Staff may be relocated to other areas of the building, or other buildings of the NCCA per request of the client				
<b>Total</b>		<b>10 pax</b>		
<b>Heavy duty floor polisher</b>		<b>4 units</b>		
<b>Glass squeegee</b>		<b>8 units</b>		
<b>Vacuum cleaner-heavy duty (for carpet, furniture, etc.)</b>		<b>4 units</b>		
<b>Vacuum cleaner- portable</b>		<b>4 units</b>		
<b>Step Ladder</b>		<b>2 units</b>		
<b>Floor warning signs</b>		<b>12 pcs</b>		
<b>Plant/grass scissors</b>		<b>2 pcs</b>		
<b>Rain coat</b>		<b>10 pcs</b>		
<b>Disinfection materials (misting gun, UV Light, etc.)</b>		<b>10 sets</b>		
<b>Other equipment offered (if any)</b>				
<b>3.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery</b>	
	<b>Provision of messengerial services</b>		<b>January 1, 2022</b>	

	<b>with direct coordination with the Records Officer</b>			
	<b>Messengers:</b>	<b>2 pax</b>		
	For/from Manila to Makati and surrounding areas;			
	For/From Manila to Quezon City and surrounding areas;			
	<b>Messengerial bag</b>	<b>2 pcs</b>		
	<b>Transportation</b>		<b>Per actual trip ticket/itinerary</b>	
	<b>Helmet</b>	<b>2 units</b>		
	<b>Umbrella/raincoat</b>	<b>2 pcs</b>		
	<b>Metro Manila Map</b>	<b>2 units</b>		
	<b>Others (if any)</b>			

## **I. STANDARD SERVICES AND RESPONSIBILITIES**

### **THE AGENCY**

1. Coordinate with the NCCA through the Building Administrator or designated personnel;
2. Ensure that assigned personnel report to the assigned tasks and deliver the required services satisfactorily within agreed schedule and report any changes to the management;
3. Conduct periodic inspection by an agency's officer to check works of their personnel on site. Report to the Building Administrator every inspection done;
4. Evaluate and submit report to management on any problematic systems or facilities that maybe encountered in the course of maintenance serviced;
5. Monitor submission of requests and usage of janitorial supplies and materials care-off the Agency; other consumables care-off NCCA;
6. Ensure equipment and tools allocated are in good order and condition;
7. Provide immediate reliever prior to the scheduled leave/absence of personnel who may be on leave or in cases of emergency;
8. Ensure the protection and security of office facilities and equipment in the course of maintenance services;
9. Responsible for reporting losses/damages of property, which are due solely to the negligence of assigned personnel within forty-eight (48) hours from the time of occurrence;
10. Responsible for evaluating claims for additional services, personal injury or damage caused by or to the maintenance personnel where such injury or damage arose out and in the performance of functions and duties;
11. Retain and exercise the right to rotate, re-assign, suspend, lay-off, terminate and/or impose disciplinary measures, direct and control of the assigned personnel;

12. Ensure that payment of premiums/contributions of assigned personnel to SSS, Pag-ibig and etc., including their wages/salaries in accordance with the labor laws are paid on time;
13. Immediately provide service equipment or replacement of defective equipment before pulling it out for repair;

**HANDYMAN – assist the Building Facilities Management Unit Head in attending to requests for repairs and perform regular maintenance/check-up on their specified area of work.**

1. Report to the Building Facilities Management Unit Head;
2. Attend to, report and perform requests for repairs (reactive maintenance);
3. Regularly do rounds of check-up to identify and prevent possible repairs/maintenance needs (preventive maintenance). Report and perform necessary works;
4. Be assigned to maintenance (specifically janitorial) works in the specified areas;
5. Operate the Audio-Visual equipment during events;
6. Operate building machineries: generator set, elevators, pumps, motors, etc.;
7. Attend and assist maintenance works for elevators, air-conditioning units, generator set, CCTV, FDAS, etc.;
8. Conduct initial check-up for elevators, air-conditioning units, generator set, CCTV and coordinate with service contractors for repair works;
9. Do necessary administrative works pertaining to their tasks, such as but not limited to prepare reports and requests, and route documents;
10. Do other manual works (such as but not limited to carpentry, painting, tiling, glass and welding works) and be assigned in janitorial works;
11. Perform other tasks assigned by the Building Administrator such as but not limited to assist on meetings/events if the need arises and perform material canvassing/supplier search; and as member of the NCCA Emergency Response Team.

**UTILITY/JANITORIAL CREW – perform daily janitorial works.**

1. Report to the Building Administrator through the Housekeeping Unit Head;
2. Report to designated areas on time (see above) and attend to needs of NCCA officers and employees in their assigned area;
3. Perform maintenance work in accordance with work instructions which include works such as but not limited to cleaning works (dusting, wiping, sweeping, vacuuming, mopping, washing, polishing, clearing, etc.), replenishment of sanitary supplies (soap, tissue, garbage bag, etc.), disinfecting/deodorizing works, basic pest control, and garbage collection and disposal in accordance to the Housekeeping Plan. Perform schedule cleaning (daily, weekly, monthly, quarterly) and sanitation (monthly) as stated in the Housekeeping plan;
4. May also perform assistance to Handyman if needed;
5. Report to the Building Administrator repair/maintenance works that they observed in their assigned area for immediate attention;
6. Coordinate with the Building Administrator and Security Officer any incident within their work area immediately;
7. Attend and assist to meetings/events which include hall preparation, food serving, packing-up/clean-up etc.;
8. Do gardening works: maintenance and improvement;
9. Assist on mass photocopying, book binding and other document preparation. Perform basic photocopy machine troubleshooting as the need arises;

10. Do necessary administrative works pertaining to their tasks, such as but not limited to prepare reports and requests, and route documents;
11. Perform other tasks assigned by the Building Administrator or the Secretariat (through the Housekeeping Unit Head) such as but not limited to lifting/transferring works; and as member of the NCCA Emergency Response Team.

**MESSENGERS – deliver/pick-up letters and parcels within the designated areas; submit required reports on time:**

1. Report to the Records Management Section Head;
2. Deliver/Pick up documents-materials; letters and parcels;
3. Prepare accurate and timely report of documents received/delivered using the prescribed format;
4. Prepare travel documents used in the delivery/pick up of documents, etc.
5. Record/monitor and submit timely/accurate report on other actions taken- lost; returned; damaged; opened; not-delivered or other actions to the Records Officer;
6. Exercise full confidentiality of documents received/delivered.

**II. QUALIFICATION OF PERSONNEL**

- \_\_\_\_\_ 1. He/She must be of good moral character and with no pending administrative or legal case;
- \_\_\_\_\_ 2. He/She must be physically fit to the job;
- \_\_\_\_\_ 3. Not more than 65 years of age;
- \_\_\_\_\_ 4. He/She must present documents - proof of education, trainings and work experience that may be required by the CLIENT thru the CONTRACTOR;
- \_\_\_\_\_ 5. Preferably at least a high school graduate;
- \_\_\_\_\_ 6. He/She must have practiced the same profession for at least 3 years;
- \_\_\_\_\_ 7. For handyman, he/she preferably have certificates required to practice such work (i.e. vocational diploma, trainings, seminars);
- \_\_\_\_\_ 8. For janitor/utility crew, he/she preferably have certificates of training such as but not limited to housekeeping, janitorial and event preparation;
- \_\_\_\_\_ 4. He/She must be able to provide licenses as maybe necessary (driver’s license).

Note: If in any case the rates (minimum daily wage, remittances, etc.) changed, through official issuances of the concern regulating office, in the course of this service, the CONTRACTOR may request for the amendment of the contract following the new prescribed rates.

Note: Please bid showing breakdown cost. Sample below.

**NATIONAL COMMISSION FOR CULTURE AND THE ARTS**

14 Staff

2 Handymen, 10 Utility Crewmen, 2 Messengers

NO.	NCR DAILY WAGE RATE PhP 537.00	Formula	those who are paid on the days they actually worked and unworked regular holidays				
			Handyman (1)	Utility Crewman (9)	Messenger (2)	Handyman; new position (1)	Utility Crewman (1 - to be vacated position)
<b>a</b>	No. of days per year		<b>313</b>	<b>313</b>	<b>313</b>	<b>313</b>	<b>313</b>
<b>b</b>	Rate per day & COLA/CTPA / day		600.00	537.00	537.00	600.00	537.00
	<b>Monthly payment to be paid directly to personnel</b>						
<b>c</b>	Basic Pay	(axb) x 1/12	15,650.00	14,006.75	14,006.75	15,650.00	14,006.75
<b>d</b>	13th month pay	c x 1/12	1,304.17	1,167.23	1,167.23	1,304.17	1,167.23
<b>f</b>	5 days incentive leave pay	b x 5 x 1/12	250.00	223.75	223.75	250.00	223.75
<b>g</b>	Deminimis Benefits		6,000.00	6,000.00	6,000.00		
	<b>Sub-total</b>		<b>23,204.17</b>	<b>21,397.73</b>	<b>21,397.73</b>	<b>17,204.17</b>	<b>15,397.73</b>
	<b>Employer's mandatory contributions in favor of the employee</b>						
<b>h</b>	SSS						
<b>i</b>	Philhealth						
<b>j</b>	ECC**						
<b>k</b>	Pag-ibig Fund						
	<b>Sub-Total</b>						
<b>n</b>	<b>Total</b>						
<b>o</b>	Administrative Overhead & Profit	(X% of n)					
<b>p</b>	Monthly cost per head	(n+o)					
<b>q</b>	Number of personnel		1	9	2	1	1
<b>r</b>	Total Monthly Cost	(p x q)					
	<b>One (1) year contract price</b>	r x 12 months (Jan-Dec)					
	<b>Total Contract Price</b>						
	<b>12% VAT</b>						
	<b>GRAND TOTAL</b>						



ACKNOWLEDGMENT AND COMPLIANCE  
WITH THE BID DOCUMENTS FOR MAINTENANCE AND MESSENGERIAL SERVICES FOR  
NCCA

<b>Conforme:</b>	Name of Company (in print)
	Name and Signature of Company Authorized Representative
Date	

Prepared By:

Noted By:

**Engr. Christian E. Saguion**  
Building Administrator

**Susan C. Dayao**  
Chief Administrative Officer

# ***Section VIII. Checklist of Technical and Financial Documents***

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class “A” Documents***

##### **Legal Documents**

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### **Technical Documents**

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections **23.4.1.3** and **23.4.2.4** of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

##### **Financial Documents**

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the

BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- (m) Original of duly signed and accomplished Financial Bid Form; **and**  
 (n) Original of duly signed and accomplished Price Schedule(s).

*Other documentary requirements under RA No. 9184 (as applicable)*

- (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.  
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

